

RECORDING FEES	
TALLAPOOSA CO. AL	
TAX	
REC. FEE	\$ 3.00
NOT. FEE	\$ 11.50
TOTAL	\$ 14.50

RECORDED CARD  
 117038  
 No. \_\_\_\_\_

NO. \_\_\_\_\_  
 RECEIVED  
 DONALD H. FOX  
 JUDGE OF PROBATE  
 96 DEC 19 AM 9:10  
 STATE OF ALABAMA  
 TALLAPOOSA COUNTY  
 I CERTIFY THIS INSTRUMENT  
 WAS FILED ON

STATE OF ALABAMA )  
 TALLAPOOSA COUNTY )

RESTRICTIONS AND PROTECTIVE COVENANTS  
 FOR LOTS 1 THRU 5  
 SUNSET POINT SUBDIVISION

KNOW ALL MEN BY THESE PRESENT, THAT:

WHEREAS, JAMES G. TIPPENS AND RAYMOND J. TIPPENS, an partenship, owns certain lands in and Plat thereof has been recorded in the Office of the Judge of Probate, Tallapoosa County, Alabama, and,

WHEREAS, JAMES G. TIPPENS AND RAYMOND J. TIPPENS, (hereinafter called "Developer") is desirous that the said lots described on said Plat be Restricted as provided hereinafter for the use of Present and Future owners as an uncontested, pleasant, healthful and desirable community:

NOW, THEREFORE, this indenture

WITNESSETH:

Developer, dose hereby declare that the lots described on the above Plat, and any future Plat of the Sunset Point Subdivision area, shall be subject to the following restrictions, conditions, exceptions and protective covenants:

1. Land Use: No lot shall be used except for residential purpose only. Office within home will be acceptable.
2. Size of Dwelling: The minimum square footage for a home on a lakefront lot shall be 1500 square feet of heating living area; and, for a home on an interior lot the minimum square footage shall be 1250 square feet of heated living area. The minimum square footage shall be cited in every deed. All structures must have minimum 4X12 pitch roof line.
3. Building Location: No building shall be commenced prior to written approval by the Architectural Review Committee. The Architectural Review Committee. The Architectural Review Committee shall consist of one person appointed by the management of the Developer until such time as ninety percent (90%) of the lots in the subdivision have been sold, at which time the property owners will elect an Architectural Review Committee of not less than one property owners to control the construction in their community. Appointed Review Committee James G. Tippens.

4. Easements: Easements ten (10) feet in width to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear and each side lot line of every lot in the subdivision. The granting of the easements of right-of-access shall not prevent the use of the area except for building.
5. Nuisances: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, embarrassment, or nuisance to the neighborhood.
6. Temporary Structures: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile homes of any kind shall be permitted in Sunset Point Subdivision. Only RV storage permissible only.
7. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional name of owner sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. Oil and mining Operations: No drilling operations, quarrying or mining operations of any kind shall be permitted upon any lot in the subdivision.
9. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not bred or maintained for any commercial purpose.
10. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. Sewage Disposal: An individual sewage-disposal system is necessary and shall be permitted provided such system is located and constructed in accordance with the requirements, standards and recommendations of both State and Local Health Authorities. Approval of such system as installed shall be obtained from the Tallapoosa County Health Authorities.
12. General Provisions and Terms: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date of recording, after which time said covenants shall automatically be extended for successive periods of ten (10)



years unless an instrument in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

- 13. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or recover damages.
- 14. Severability: Invalidation of any one of these covenants by Judgement or Court order shall in no wise affect any of the other provision which shall remain in full force and effect.
- 15. No Waiver: The failure of any party entitle to enforce any of the Declarations herein contained shall in no event be considered a waiver to the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however that approval of plans pursuant to 4, shall be binding on any and all parties as a conclusive determination that such plans are in conformity with this declaration.
- 16. No inoperable cars to be parked on any lot at said subdivision of Sunset Point.

IN WITNESS WHEREOF, the Restrictions and Covenants for Sunset Point Subdivision have been executed by JAMES G. TIPPENS AND RAYMOND J. TIPPENS, a partenship, effective this 18th day of December, 1996.

ATTEST:

Bonita Lynne Holley  
WITNESS

James G. Tippens  
JAMES G. TIPPENS

Bonita Lynne Holley  
WITNESS

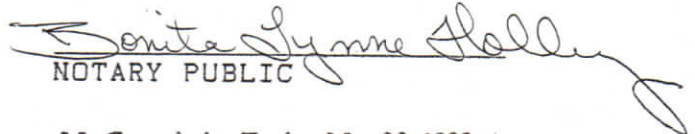
Raymond J. Tippens  
RAYMOND J. TIPPENS

STATE OF ALABAMA )

COUNTY OF TALLAPOOSA )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James G. Tippens and Raymond J. Tippens, whose name are owners of Sunset Point Subdivision, a partenship, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, his, such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 18th day of December, 1996.

  
NOTARY PUBLIC

My Commission Expires May 20, 1998.

SEAL

STATE OF ALABAMA  
TALLAPOOSA COUNTY

RECORDED CARD  
149936  
No. \_\_\_\_\_

NO. \_\_\_\_\_  
**RECEIVED**  
BARBARA B. SOKOL  
JUDGE OF PROBATE  
2000 MAR 10 AM 9:26  
STATE OF ALABAMA  
TALLAPOOSA COUNTY  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR LOTS 1 THRU 9  
SUNSET POINT SUBDIVISION  
PHASE II

KNOW ALL MEN BY THESE PRESENT, THAT:

WHEREAS, JAMES G. TIPPENS, sole owner of certain lands in and Plat Book 9, Page 43 thereof has been recorded in the Office of the Judge of Probate, Tallapoosa County, Alabama, and,

WHEREAS, JAMES G. TIPPENS, (hereinafter called "Developer") is desirous that the said lots described on said Plat be Restricted as provided hereinafter for the use of Present and Future owners as an uncontested, pleasant, healthful and desirable community:

NOW THEREFORE, this indenture

WITNESSETH:

Developer, does hereby declare that the lots described on the above Plat, and any future Plat of the Sunset Point Subdivision Phase II area, shall be subject to the following restrictions, conditions, exceptions and protective covenants:

1. **Land Use:** No lot shall be used except for residential purpose only. Office within home will be acceptable.
2. **Size of Dwelling:** The minimum square footage for a home on a lakefront lot shall be 2,000 square feet of heated living area; and, for a

RECORDING FEES  
TALLAPOOSA CO. AL

TAX	
REC FEE	3.00
REC FEE	16.50
TOTAL	19.50

*Rec*



home on an interior lot the minimum square footage shall be 1,250 square feet of heated living area. The minimum square footage shall be cited in every deed. All structures must have minimum 4 x 12 pitch roof line.

3. Building Location: No building shall be commenced prior to written approval by the Architectural Review Committee. The Architectural Review Committee shall consist of one person appointed by the management of the Developer until such time as ninety percent (90%) of the lots in the subdivision have been sold, at which time the property owners will elect an Architectural Review Committee of not less than one property owner to control the construction in their community. Appointed Review Committee James G. Tippens.
4. Easements: Easements ten (10) feet in width to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear and each side lot line of every lot in the subdivision. The granting of the easements of right-of-access shall not prevent the use of the area except for building.
5. Nuisances: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, embarrassment, or nuisance to the neighborhood.
6. Temporary Structures: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile homes of any kind shall be permitted in Sunset Point Subdivision Phase II. Only RV storage permissible only.
7. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional name of owner sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. Oil and mining Operations: No drilling operations, quarrying or mining operations of any kind shall be permitted upon any lot in the subdivision.

9. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not bred or maintained for commercial purpose.
10. **Garbage and Refuse Disposal:** No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.
11. **Sewage Disposal:** An individual sewage-disposal system is necessary and shall be permitted provided such system is located and constructed in accordance with the requirements, standards and recommendations of both State and Local Health Authorities. Approval of such system as installed shall be obtained from the Tallapoosa County Health Authorities.
12. **General Provisions and Terms:** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date of recording, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or recover damages.
14. **Severability:** Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
15. **No Waiver:** The failure of any party entitled to enforce any of the Declarations herein contained shall in no event be considered a waiver to the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however that approval of plans pursuant to 4, shall be



binding on any and all parties as a conclusive determination that such plans are in conformity with this declaration.

- 16. No inoperable cars are to be parked on any lot at said subdivision of Sunset Point Phase II.

IN WITNESS WHEREOF, the Restrictions and Covenants for Sunset Point Subdivision, Phase II, have been executed by JAMES G. TIPPENS, effective this 10 day of March, 2000.

ATTEST:

[Signature]  
 WITNESS

James G. Tippens  
 JAMES G. TIPPENS

STATE OF ALABAMA

COUNTY OF TALLAPOOSA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES G. TIPPENS, whose name as owner of Sunset Point Subdivision Phase II, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 10 day of March, 2000.

[Signature]  
 Notary Public  
 My Comm. Expires: 6-9-02

(SEAL)